

EXHIBIT 19

A G R E E M E N T

BETWEEN

HURLEY MEDICAL CENTER

AND

UNION LOCAL 1603

**AFFILIATED WITH MICHIGAN
COUNCIL 25, AMERICAN
FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES**

AFL-CIO

JULY 1, 2007 - JUNE 30, 2010

bargaining unit disagrees with the Personnel staff. If the bargaining unit disagrees with the reallocation or retitlement, the appeal process shall be followed.

D. The Human Resources Director shall notify the Labor Relations Department of newly created classifications known to be eligible for membership in a bargaining group. The bargaining unit representative may review and discuss the allocation of the classification with the Human Resources staff. If the bargaining unit disagrees with allocation, the appeal process shall be followed.

SECTION 2. PLEDGE AGAINST DISCRIMINATION AND COERCION

The provision of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, height, weight, non-disqualifying handicap, national origin, religion, or political affiliation. Hurley Medical Center and 1603 will comply fully with the non-discrimination provisions of all State and Federal laws and regulations by assuring that the recruitment, hiring, training, upgrading, promotion, retention or any other personnel action will be accomplished without regard to race, color, sex, religion, age, national origin or physical handicap, except where age, sex, or physical requirements contribute a bona fide occupational qualification necessary to proper and efficient administration.

All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any employer representative against an employee because of union membership or because of any employee in his or her function on behalf of the Union.

The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 3. MANAGEMENT'S RIGHTS

The Medical Center will retain all rights, responsibilities and prerogatives normally exercised by the Medical Center in the past, subject only to such restrictions of those rights as are expressly provided in this agreement.

The Union recognizes the Hospital's right to establish reasonable work rules and reasonable regulations, not inconsistent with the terms of the collective bargaining agreement between them, for the purpose of maintaining order and discipline. The penalties under such rules concerning discipline shall be progressive in scope. To that end in administering disciplinary actions, the Medical Center will follow the principles of progression, however, cases involving flagrant violation of rules may be cause for the implementation of disciplinary action more severe than the normal progression, or discharge. The hospital shall give the Unions and the Employees fourteen (14) days advance notice of the effectiveness of such new rules and regulations. During such fourteen (14) days, the Union may request a joint conference to discuss the same, and such conference will be held before the effective date of such rules and regulations. The Union reserves the right to question the reasonableness of any such rule or regulation through grievance procedure, including arbitration.

SECTION 4. AGENCY SHOP

A. Employees not members of the Union who desire membership in the recognized bargaining unit shall confirm their desire to join for the duration of this agreement by initiating their Union Application Forms. Employees will be admitted to Union membership without the payment of an initiation fee, providing their Union membership application is submitted within thirty (30) days of the effective date of this agreement.

B. Any person certified and employed with Hurley Medical Center on/or after January 1, 1947, and covered by this agreement who is not a member of aforesaid Union and does not make application for membership within thirty (30) days from the effective date of this agreement or the date of employment, whichever is later, shall as a condition of employment, pay to the Union each month a service fee as a contribution towards the administration of this agreement in an amount equal to the regular monthly Union membership dues of the aforesaid Union. Such service fee shall be paid on/or after his/her thirty-first (31) day of employment or

number and indicating the purpose for the release; that is, to receive, to investigate or present the grievance or to meet with the Department Head involved to discuss the grievance. Upon returning to his job or work area, the committee person shall notify the Labor Relations Office or his responsible departmental supervisor during the hours that the Labor Relations office is not open. The Employer agrees that the committee person will be released promptly.

F. No committee person shall be permitted to handle a grievance in a zone other than his own unless the designated committee person for that zone is absent from work for the shift. In such cases, the arrangements for handling grievances will be made between the Chairperson of the grievance committee and the Labor Relations Office.

G. The chairperson of the Grievance Committee by virtue of his or her office and his or her necessity of functioning properly to both Union and Hospital Administration shall be scheduled on a five (5) day, Monday through Friday, basis in an effort to better serve all concerned.

SECTION 14. GRIEVANCE PROCEDURE

A. Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

STEP ONE (1)

(a) If an employee feels he/she has a grievance, he/she should attempt to discuss the matter orally with his/her supervisor, but must state the nature of the complaint. Following the discussion, if he/she still feels aggrieved, he/she may request her/his supervisor to call a committee person. The immediate supervisor shall arrange for the appropriate committee person to come to the work area within one hour, except in extreme emergencies, and shall allow the employee and the committee person to discuss the grievance privately. If further action is necessary, then the committee person shall discuss the grievance with the immediate supervisor.

(b) If the grievance is not thereby disposed of, it shall be submitted immediately, in written form, by the committee person to the immediate supervisor. The

immediate supervisor shall place his written position on the grievance form within two (2) working days and return it to the committee person.

STEP TWO (2)

(a) If the immediate supervisor's answer is unsatisfactory, or if no answer is given, the committee person may submit the grievance in writing to the appropriate Department Head within three (3) working days following the date the answer was given, or was due to be given at the first step. A meeting of the committee person and the Department Head or his or her designated representative will be held within seven (7) calendar days from the date the grievance is received by the Department Head. The Department Head shall place his disposition of the grievance in writing on the grievance form and return it to the committee person within three (3) working days.

(b) In departments where the immediate supervisor and the Department Head are the same person, the second step of the grievance procedure will be bypassed entirely and the grievance will be presented at the third step as outlined below.

STEP THREE (3)

If the grievance still is unsettled, the Union may, within (7) days, submit the grievance to the Director of the Hospital or his or her designate. A meeting between representatives of the Union and the Director of the Hospital or his or her designate will be held to discuss the grievance within seven (7) calendar days from the date the grievance is received by the Director of the Hospital. The Director of the Hospital shall place his disposition of the grievance in writing on the grievance form and shall return it to the chairperson of the Grievance Committee within seven (7) days.

STEP FOUR (4)

(a) If the grievance still is not settled, the Union may, within thirty (30) days after the written reply of the Medical Center Director or his/her designate, request arbitration. The Union and Medical Center shall, within thirty (30) days following the request for arbitration, mutually select an arbitrator to hear the grievance. Such selection must be in written form and signed by both parties.

(b) All grievances involving contract interpretation matters shall be appealed via the arbitration procedure and all other matters to either the Civil Service Commission or arbitration. Additionally, the parties will select one arbitrator to handle interpretation issues. The parties also agree to develop and utilize a pre-arbitration procedure, which will include (when possible) the Administrator of the affected department.

(c) The arbitrator will be selected by one (1) representative of the hospital management and one (1) representative of the union.

(d) The arbitrator shall have no power to add to or subtract from, or modify any of the terms of this agreement or any supplementary agreements thereto.

(e) No findings involving wages shall be made for more than thirty - (30) calendar days retroactively from the date the grievance was submitted. The arbitrator will be requested to make his best effort to issue his written ruling within fifteen (15) days following the conclusion of hearings or arguments in the case.

(f) The expense of the arbitrator will be shared equally by both parties. Each party will be responsible for compensating its own witnesses and representatives.

(g) The arbitrator's decision shall be binding on both parties and the Union and Hospital will discourage and will not cooperate with or give aid in any appeal from such decision to any court or appeal board.

(h) If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided they pay for the record and make copies available to the other party and the arbitrator.

(i) No decision of the arbitrator or of the Hospital management in one (1) case shall create a basis for a retroactive adjustment in any other case prior to the date or written filing of each such specific claim.

B. Withdrawal of Grievances

1. The Union may withdraw any single or multiple grievance at any step of the grievance procedure by so notifying the Medical Center in writing on the back, lower left hand corner of the grievance form. Any grievance so withdrawn may not be carried any further in the grievance procedure at any future time.

2. A grievance which has been referred to an arbitrator may not be withdrawn by either party except by mutual consent.

C. Time Limits

The grievance procedure has been developed to permit adjustment of complaints in an orderly and timely fashion with a minimum interruption of work performance. It is essential that all parties in the procedure strictly adhere to the time limits. This adherence will result in better relations and few major employee relations problems.

In the spirit of cooperation that must prevail, a sincere attempt should be made by both parties to settle grievances at the earliest possible step. This does not preclude the settlement of problem situations on a one-to-one basis prior to instituting the formal grievance procedure.

1. Any grievance which is formally presented at any step of the grievance procedure and is not advanced to the next higher step by the Union within the specified time limits is presumed settled on the basis of the last answer given. No grievance so settled can be reactivated at any future time or made the subject of any further appeal.

2. However, if a grievance is answered with the specified period and the Union representative who submitted it at that level fails to pick it up, the chairperson of the Grievance Committee will be notified to pick it up. The Union will have half the specified time for pursuing the grievance under the grievance procedure to take it to the next step. The applicable time limit will begin at the time the chairperson is notified.

3. If either party fails to act appropriately during the specified time limits at the third step, the grievance will be presumed as answered in accordance with the other party's last position.

4. If the Employer fails to respond within specified time limits at any other step, the committee person may reclaim the grievance and process it to the next step. However, the Employer agrees that time limits will not be used to circumvent any step in the grievance procedure.

5. Any claim, including claim for back wages, by an employee covered by this agreement, or by the Union against the Employer, shall not be valid unless filed within

fifteen (15) days following the knowledge of the occurrence by the employee or the Union, as the case may be, unless the claim is based on a violation which is continuing or circumstances made it impossible for the employee, or for the Union, to know that grounds for such a claim existed prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

D. If the subject matter of a grievance shall involve the employees of more than one (1) department, or if such subject is of an emergency nature, or involves a matter of broad hospital policy, the grievance shall be initiated at the third step and processed accordingly.

E. An employee who is suspended or discharged shall be informed by the Supervisor at the time he or she receives such suspension or discharge of his or her right to request Union representation.

SECTION 15. NORMAL WORK SCHEDULE AND OVERTIME

I. Normal Work Schedule

A. A normal workday for full-time employees shall consist of eight and one-half (8 1/2) continuous hours, including an unpaid lunch period of one-half (1/2) hour. Whenever practical, a lunch period shall be scheduled at approximately the middle of the shift. All employees shall have two (2) rest periods of fifteen (15) minutes per eight (8) hour day to be scheduled by the immediate supervisor. Said periods shall not be cumulative. Employees who are requested to work a double shift for replacement purposes and who accept such assignment should be granted a 15-minute rest period within one (1) hour after the beginning of the overtime shift. This period is in addition to the regular rest period as outlined above.

A fifteen minute paid break for employees working four hours (regular or overtime hours) will be provided. A second fifteen minute break will be afforded employees who are scheduled a full eight hour shift (regular or overtime hours.)

Employees who are scheduled at least six hours from the beginning of their shift to the end of their shift will be afforded a one-half hour, unpaid lunch break.

B. All work performed shall be considered as accomplished on the date that the majority of hours are worked. It is recognized that 12:00 midnight is the beginning of the day.